

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MARY ROACH

Plaintiff,

13 CV 0871

COMPLAINT

v.

JURY TRIAL DEMANDED

EQUIFAX INFORMATION SERVICES, LLC

Defendant.
-----X

Plaintiff by her attorney, The Law Offices of Shimshon Wexler, PC alleges upon information and belief as follows:

INTRODUCTION

1. Plaintiff Mary Roach is over 80 years old and had a credit report prepared that was clearly erroneous and false. The result of the false representations made about her by the defendant include but are not limited to the following: worry, helplessness, credit denials, intimidation, irritability, invasion of privacy and aggravation.

2. The credit report showed a GE account that was sold to Asset Acceptance but nevertheless both accounts had a balance. Of course, this is not possible because once an account is sold it must have a zero balance.

3. The balance should not have even been reported once because Plaintiff had paid off her GE credit card account and therefore there was no balance to sell to Asset Acceptance. GE nevertheless sold the credit card account with a balance to Asset Acceptance.

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U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

4. Equifax Information Services, LLC (“Equifax”) failed to follow reasonable procedures to assure maximum possible accuracy when preparing the credit report for the Plaintiff. Equifax was obligated to insure that the same balance which was purportedly sold from one entity (GE) to another entity (Asset Acceptance) was not reported with a balance both times. Showing that plaintiff owed the balance twice made her appear to lack creditworthiness. Equifax could have corrected this and/or never let this happen in the first place by fulfilling its legal obligations under the Fair Credit Reporting Act to assure maximum possible accuracy when preparing a credit report.

5. Plaintiff is suing under the Fair Credit Reporting Act, specifically §15 USC 1681(e) entitled “Compliance Procedures” states:

(b) **Accuracy of report** Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

JURISDICTION AND VENUE

6. This Court has jurisdiction under §15 USC 1681(p) (FCRA).

7. Venue and personal jurisdiction in this District are proper because:

- a. Plaintiff resides within this district;
- b. Defendant does business within this district

PARTIES

8. Equifax is a corporation based in Atlanta, Georgia with \$1,500,000,000 (one and a half billion) in annual revenue.

9. Equifax is listed on the New York Stock Exchange.

10. Equifax is a “consumer reporting agency” as defined by the FCRA.

11. Plaintiff is an individual and a “consumer” as defined by the FCRA.

FACTS

12. On or about November 8th, 2011, plaintiff received her Equifax credit report.

13. On this report, GE was reporting as a negative entry the account “Gecrb/Care Credit” 601918034946xxxx as last payment 08/2007 and date of first delinquency of 10/2007. See Exhibit A

14. On this report, Asset was reporting the account “GEMB CARE-40561568” a balance of \$5,286 with date of first delinquency of 10/2007. See Exhibit B

15. On or about February 14th, 2007, apparently because plaintiff lost her credit card, GE transferred the balance from the card 6019.1803.4946.6785 to a new account number--- 6019.1803.4991.5682. Thus, the account ending in 6785 should have been zeroed out. The transferred balance was in the amount of \$3,187.75. See Exhibit C for the statement showing that the transfer took place.

16. The GE account balance accrued primarily for a dental procedure to preserve plaintiff’s health.

17. On or about August 2nd, 2007, plaintiff paid off the entire balance of her GE credit card by making a \$2,846.47 payment to her new 5682 account. Thus her entire GE credit card should have been paid off. The account was subsequently closed out.

18. Instead, the account ending in 6785 was purportedly treated as junk debt by GE and sold to Asset for pennies on the dollar.

19. Equifax willfully and/or negligently failed to correct the blatant inconsistencies in the credit report that despite the GE account allegedly being sold to Asset Acceptance, both accounts had a balance.

20. Upon information and belief, Experian prepared credit reports that did not contain the same blatant errors as the Equifax credit reports.

21. The Equifax credit report showed that plaintiff had disputed her Asset Account.

VIOLATIONS ALLEGED

COUNT I – FCRA CLAIM

22. Under the Fair Credit Reporting Act, 15 USC § 1681e - Compliance procedures, Defendant is required to assure maximum possible accuracy when preparing a consumer report. Section 1681e provides:

(b) Accuracy of report

Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

23. Defendant willfully or negligently failed to--- have measures in place and/or take steps---- to assure that the consumer reports that it prepared were accurate during the time period when the same balance was being reported by two different creditors..

24. Defendant violated 15 U.S.C. §1681n and/or §1681o.

25. Section 1681p provides:

§1681p. Jurisdiction of courts; limitation of actions

An action to enforce any liability created under this title may be brought in any appropriate United States district court, without regard to the amount in controversy, or in any other court of competent jurisdiction, not later than the earlier of—

(1) 2 years after the date of discovery by the plaintiff of the violation that is the basis of such liability; or

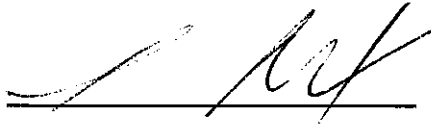
(2) 5 years after the date on which the violation that is the basis for such liability occurs.

WHEREFORE, plaintiff requests that the Court enter judgment in her favor and against Defendant for:

- (1) Appropriate actual, punitive and statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other or further relief as the Court deems proper.

Dated: New York, NY

2/3/2013



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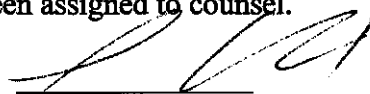
JURY DEMAND

Plaintiff demands trial by jury.


Shimshon Wexler

NOTICE OF ASSIGNMENT

All rights relating to attorney's fees have been assigned to counsel.


Shimshon Wexler

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Confirm

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Exhibit B

Asset Acceptance Corp. Asset Acceptance, LLC PO Box 2035 Warren MI 48090-2035 (800) 634-4730

Account Number	Date Opened	High Credit	Credit Limit	Scheduled Payment Amount	Date of 1st Delinquency	Terms Duration	Terms Frequency	Date of Last Activity	Months Read	Activity Designator	Creditor Classification	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
GEMB CARE-40561568	12/2009	\$4,023			10/2007				21		Retail				
Items As of Balance Date Reported	10/2011	\$5,286													

Status - Collection Account; Type of Account - Open; Type of Loan - Debt Buyer Account; Whose Account - Individual Account; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account;



CareCredit

MARY P. BOACH

CARE CREDIT/GENB

Days in Billing Cycle

28

Payment Due Date

03/30/2007

Credit Limit

\$4,000.00

Total Credit Available

\$1,099.00

Minimum Payment

\$102.00

Previous Balance

\$0.00

New Purchases

+

\$10.00

Payments

-

\$300.00

Credits, Fees and

+/-

Adjustments (net)

\$3,187.75

FINANCE CHARGE (net)

+/-

\$2.72

New Balance

=

\$2,900.47

For Customer Service or to report your card lost or stolen, call:

866-893-7864

Or, visit us on the web at:

www.carecredit.com

Post Date	Tran Date	Reference Number	Description	Amount
02/14/2007	02/14/2007	00000000000ATNEWA	BALANCE TRANSFER 6019 1803 4946 8785	\$3,187.75
03/02/2007	03/02/2007	85348121XRF66GVSK	PAYMENT - THANK YOU	\$300.00 CR
03/02/2007	03/02/2007	85348121XRBNG71JP	PAY BY PHONE FEE KETTERING OH	\$10.00
03/05/2007	03/05/2007		*FINANCE CHARGE*	\$2.72

You will incur no Finance Charges on a Deferred Interest promotional purchase, provided the promotional purchase amount is paid in full by the indicated Due Date and you pay any applicable Minimum Payment Due on your Account by the Payment Due Date. If you do not pay the amount in full by the indicated Due Date, Finance Charges accrued from the date of purchase will (or if any Minimum Payment is not paid when due, may) be added to your Account.

Promotion Type/ Tran Date	Initial Transaction Amount	Billed FINANCE CHARGE	Promotional Balance	Deferred FINANCE CHARGE	Promotional Expiration Date
With Pay Deferred Interest 05/17/2006	1,118.00	0.00	823.98	\$209.64	06/04/2007
With Pay Deferred Interest 06/16/2006	1,000.00	0.00	793.95	\$171.83	07/04/2007
With Pay Deferred Interest 09/15/2006	1,400.00	0.00	1,240.82	\$160.75	10/04/2007

*To avoid paying deferred finance charge(s), you must pay off your promotional balance by expiration date shown.

PAYMENT DUE BY 5 P.M. ON THE DUE DATE.

NOTICE: See reverse side and additional pages (if any) for important information concerning your Account

5302

JIG

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074305

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Exhibit
C

